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6 UNITED STATES DISTRICT COURT
7 DISTRICT OF NEVADA

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9 BRANCH BANKING AND TRUST)
10 COMPANY, a North Carolina banking) Case no. 2:13-cv-00469-LRH-(PAL)
corporation,)
11 Plaintiff,) ORDER
12 vs.)
13 YOEL INY; NOAM SCHWARTZ; YOEL)
INY, Trustee of the Y&T INY FAMILY)
14 TRUST dated June 8, 1994, as amended;)
NOAM SCHWARTZ, Trustee of the NOAM)
15 SCHWARTZ TRUST dated August 19, 1999;)
D.M.S.I., LLC, a Nevada limited liability)
16 company; and DOES 1 through 10, inclusive,)
17 Defendant.)
18

19 Before the court is Plaintiff's Motion for Voluntary Dismissal of action Without
20 Prejudice (#69¹) in which Plaintiff requests dismissal of this case without prejudice pursuant to
21 the Federal Rules of Civil Procedure, Rule 41(a)(2), because the plaintiff has entered into a
22 settlement and release agreement ("Agreement") with White Beauty Development, LLC whereby
23 the parties to the Agreement provide that this action will be dismissed without prejudice. If
24 White Beauty Development, LLC performs pursuant to the Agreement, the loan will be paid and
25 there will be no action brought against the Defendants, the original guarantors of the loan.
26 However, if White Beauty Development, LLC does not perform pursuant to the Agreement,
27 Plaintiff reserves its right to bring a new action against the Defendants. No opposition to the
28 motion has been filed.

¹ Refers to the court's docketing number.

1 Good cause appearing,

2 IT IS HEREBY ORDERED that this case is **DISMISSED** without prejudice.

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4 IT IS SO ORDERED.

5 DATED this 24th day of June, 2015.


6 LARRY R. HICKS
7 UNITED STATES DISTRICT JUDGE

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